

A RESOLUTION

BY: *Doug Alexander & Jim Maddox*

01-R-1461

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE GEORGIA WORLD CONGRESS CENTER FOR THE PURPOSE OF CONDUCTING THE NATIONAL LEAGUE OF CITIES 2001 CONGRESS OF CITIES AND EXPOSITION; TO SIGN ALL NECESSARY AGREEMENTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta will host the National League of Cities 2001 Congress of Cities and Exposition at the Georgia World Congress Center December 3 - 8, 2001;

WHEREAS, Councilmembers Morris and Woolard have authorized the transfer of \$6,000.00 each from their respective Councilmember accounts to be used toward funding the City's contract with the National League of Cities;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA that the Chief Financial Officer is authorized to transfer \$6,000.0 each from the respective accounts of Councilmembers' Morris and Woolard to the Trust Fund Account to be used to fund a portion of the contract with the National League of Cities;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA that the Mayor is hereby authorized to enter into an agreement with the Georgia World Congress Center for the purpose of conducting the National League of Cities 2001 Congress of Cities and Exposition.

BE IT FURTHER RESOLVED, that the payment for lease of the facility shall be charged to and paid from *The National League of Cities Conference Trust Fund Account*.

OMC - Amendment Incorporated by tcp 10/10/01

A true copy,

Rhonda Daphnia Johnson
Municipal Clerk, CMC

ADOPTED as amended by the Council
APPROVED by the Mayor

OCT 01, 2001
OCT 09, 2001

Geo. L. Smith, II
GEORGIA WORLD CONGRESS CENTER
LICENSE AGREEMENT

FULTON COUNTY, STATE OF GEORGIA

THIS AGREEMENT, by and between the GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY (the "Authority"), and
City of Atlanta

(the "Customer"), whose address is: **55 Trinity Avenue, SW**
2nd Floor
Atlanta, Georgia 30335

WITNESSETH:

IN CONSIDERATION of the mutual agreements set forth in this Agreement:

A. Grant of License. Authority hereby grants to Customer, and Customer hereby accepts and agrees to exercise, a license for access to the common areas of the Geo. L. Smith II Georgia World Congress Center (hereinafter "Center") made available to Customer and for use of the facilities in the Center which are described in Paragraph A.3 (hereinafter "facilities").

A.1 Purpose. This license is granted, and Customer shall have access to the Center and shall use the facilities solely for the purpose of conducting the following event: **National League of Cities 2001 Congress of Cities and Exposition**

A.2 License Period. The license is granted for the overall period commencing at **8:00** o'clock **am**, on **November 30, 2001** and terminating at **11:59** o'clock **pm**, on **December 9, 2001** (hereinafter "license period") with specific facilities and times as specified in Paragraph A.3.

A.3 Facilities Licensed and Special Provisions.

See Attached Schedule "A"

B. Fees and Charges.

B.1 License Fee and Other Charges. Customer agrees to pay to Authority a fee for the grant of the license equal to the total of the sums set forth in Paragraph A.3. In addition, Customer shall pay all additional fees and charges for any additional items ordered by Customer at the rates for such additional items prevailing at the time of Customer's order.

B.2 Payment of Fees. Of the total fee set forth in Paragraph A.3 above, the sum of \$ **5,000.00** ("Advance Fee") is due on the signing of this Agreement. The Advance Fee shall be credited against Customer's liability under this Agreement. The balance shall become due and payable as follows: **Partial balance of \$75,000.00 due November 1, 2001, balance due thirty days after close of show.**

B.3 Rate Schedule. Authority Rate Schedule(s) **1, 2 & 6** applies to this Agreement and is incorporated herein by reference, except to the extent the Rate Schedule is modified by this Agreement.

B.4 Non-Refundable. The Advance Fee and all amounts paid as partial payments by Customer are non-refundable except as specifically provided in this Agreement.

C. Insurance. Customer shall provide to Authority a certificate of commercial general liability insurance, written on an occurrence basis, issued by an insurance company authorized to transact business in the State of Georgia, including contractual liability coverage, naming Customer as insured and naming additional insureds "The State of Georgia (including the State Tort Claims Fund and other State established Liability Funds), the Georgia World Congress Center Authority, and their respective officers and employees." The limit of such insurance shall be not less than \$1,000,000 per person, \$3,000,000 per occurrence. The policy shall provide that it shall not be canceled without thirty (30) days prior written notice to Authority. The certificate of such insurance shall be delivered to Authority not later than forty five (45) days prior to the license period. If Customer fails to provide such certificate or fails to maintain the insurance in force, in addition to other remedies available to Authority, Authority may, but shall not be required to, secure such insurance on behalf of Customer. In that event, Customer shall reimburse Authority for all costs of such insurance.

D. Notice. Written notices under this Agreement shall be given by first class mail to the addresses below or to the last address of either party of which the other is given written notice:

In the case of the Authority:

Executive Director or General Manager - GWCC
Geo. L. Smith II Georgia World Congress Center
285 International Blvd., N.W.
Atlanta, Georgia 30313, U.S.A.

In the case of the Customer:

Office of the Mayor
City of Atlanta
55 Trinity Avenue, SW; 2nd Floor
Atlanta, Georgia 30335

E. Entire Agreement. This Agreement consists of (i) this License Agreement, (ii) the Terms and Conditions of License Agreement attached hereto and Schedule "A", if Schedule "A" is attached, and (iii) the Rate Schedule(s) identified above and the Event Policy and Procedures Manual. Any additional stipulations which modify, delete or supplement the foregoing shall be set forth as addenda to this Agreement and signed by the Authority and Customer.

IN WITNESS WHEREOF, the parties have signed this Agreement or caused it to be signed by their representatives, as of
_____, 20____.

AUTHORITY:

GEO. L. SMITH II
GEORGIA WORLD CONGRESS CENTER AUTHORITY

BY:

Executive Director or
General Manager - GWCC

CUSTOMER:

CITY OF ATLANTA

BY:

(Type Name)

(Title)

This Agreement will not be in force until it has been signed by Authority. This Agreement must be returned by Customer to Authority fully executed by an authorized officer of Customer and accompanied by the Advance Fee on or before **October 15, 2001**. Otherwise, it may not be considered for execution by Authority.

Geo. L. Smith, II
GEORGIA WORLD CONGRESS CENTER
LICENSE AGREEMENT

SCHEDULE "A"
Continuation of Paragraph A.3

A.3 Facilities Licensed and Special Provisions.

<u>SPACE</u>	<u>FUNCTION</u>	<u>DATES</u>	<u>DAYS</u>	<u>RATE</u>	<u>FEE</u>
Exhibit Hall E (96,000 gsf)	Move-in:	December 3, 2001	1	\$4,750.00	\$ 4,750.00
	General Session:	December 4, 2001	1	\$12,000.00 for first day	\$ 12,000.00
		December 5-8, 2001	4	\$9,500.00 each additional day	\$ 38,000.00
	Move-out:	December 9, 2001	1	\$4,750.00	\$ 4,750.00
Exhibit Halls F (121,500 gsf)	Move-in:	November 30-December 3, 2001	4	No Charge	\$ 0.00
	Exhibits: (including exhibits in Hall E)	December 4-8, 2001	5	\$1.50 per nsf with minimum guarantee of 30,375 nsf	
				Estimated nsf (as of 9/26/01 per NLC) 50,360 X \$1.50	\$ 75,540.00
	Move-out:	December 9, 2001	1	No Charge	\$ 0.00
West Registration Hall	Registration:	November 30, 2001 – December 9, 2001	10	No Charge	\$ 0.00
Ballroom	Move-in:	December 3, 2001	1	\$5,750.00 per day	\$ 5,750.00
	Business Meetings:	December 4-8, 2001	5	\$11,500.00 per day	\$ 57,500.00
	Move-out:	December 8, 2001	1	No Charge	\$ 0.00
Meeting Rooms 155-159, 165-166, 167-172	Offices:	November 30, 2001 – December 9, 2001	10	No Charge	\$ 0.00
Meeting Rooms 162-164	Meetings:	November 30-December 8, 2001	9	No Charge	\$ 0.00
Meeting Room 253	Meeting:	December 3-8, 2001	6	\$670.00 per day	\$ 4,020.00
Meeting Rooms 254-257	Meetings:	December 3-8, 2001	6	\$3,100.00 per day	\$ 18,600.00
Meeting Room 258	Meeting:	December 3-8, 2001	6	\$670.00 per day	\$ 4,020.00
Meeting Room 259	Office:	November 30, 2001 – December 9, 2001	10	No Charge	\$ 0.00
Meeting Rooms 260-269	Meetings:	December 3-8, 2001	6	No Charge	\$ 0.00
Meeting Rooms 360-369	Meetings:	December 3-8, 2001	6	\$6,260.00 per day	\$ 37,560.00
				Estimated Fee:	\$ 262,490.00
				Less 50% Discount:	\$ -(131,245.00)
				Estimated Total: *	\$ 131,245.00

*** Guaranteed Maximum Fee:**

The total fee under Paragraph A.3 (excluding additional fees and charges for any additional items ordered by Customer) shall not exceed the sum of \$135,000.00.

TERMS AND CONDITIONS OF LICENSE AGREEMENT

1. **Scope of License.**
 - 1.1 **Period.** The license is granted for each of the facilities for the full license period. However, if a lesser period is stated for any facility, the stated period is the license period for that facility.
 - 1.2 **Other Uses.** Authority may permit others (i) to obtain access to the Center, (ii) to use the facilities and equipment of the Center other than those listed in Paragraph A.3, and (iii) to use the facilities listed in Paragraph A.3 at times other than that for which a license is granted to Customer. However, no other permitted access or use during the license period will unreasonably interfere with Customer's operations in the Center during the license period. Customer shall not unreasonably interfere with any other permitted access or use. Customer shall comply with Authority's directives issued for the purpose of ensuring that concurrent uses of the Center by Customers and other users do not unreasonably disrupt their respective operations in the Center.
 - 1.3 **Common Areas.** Common areas of the Center, including the exterior, the entrance concourse, meeting room and exhibit hall concourses, loading docks, and marshalling facilities, which are made available to Customer may also be made available by Authority for concurrent access and use by others. However, Authority shall coordinate and schedule Customer's access and use of common areas of the Center and access and use by others so that Customer and each other user are able to achieve the permitted purposes of their respective activities within the Center without undue or unreasonable disruption. Customer shall comply with Authority's coordination and scheduling directives issued for this purpose.
2. **Fees and Charges for Authority Services.**
 - 2.1 **Included Items.** Without additional charge, Authority shall provide the goods and services described in this Agreement (including the Rate Schedule) as included items.
 - 2.2 **Additional Items.** If upon Customer's request, Authority provides goods or services other than included items, Customer shall pay for such additional items at Authority's then prevailing rates. Upon request at the time of Customer's order for additional items, Authority shall provide the applicable rates and shall not charge in excess of the quoted rates.
3. **Relative Rights of Authority and Customer Concerning Goods and Services.**
 - 3.1 **Exclusive Services.** The Authority has the exclusive right to provide all Exclusive Services set forth in the Rate Schedule. For purposes of emphasis, in addition to other Exclusive Services listed in the Rate Schedule, Exclusive Services include (1) the exclusive right to dispense, by gift, sale or otherwise, all food, beverage (including alcoholic beverages), tobacco and other consumable products and (2) the exclusive right to sell, rent or otherwise provide all wire and wireless communications (voice and data) equipment and related network connection and access services, including, for example, wire and wireless telephone, cable TV, and other voice and data communications equipment and related network connection and access services, network cabling, and Internet access services.
 - 3.2 **Customer Rights To Provide Goods and Services.** Customer may provide within the facilities listed in Paragraph A.3 all goods and services appropriate to its permitted use except Exclusive Services.
 - 3.3 **Customer Rights to Sell and Distribute.** Within the facilities listed in Paragraph A.3, Customer may sell, distribute or provide non-consumable items, goods or services (other than Exclusive Services) to persons admitted to the Center by Customer but shall not do so in other areas of the Center, including the common areas, without the prior consent of the Authority.
4. **Customer's Plan of Operation.**
 - 4.1 **Proposed Plan.** At least sixty (60) days prior to the beginning of the license period, Customer shall provide to Authority Customer's proposed plans for its activities in the Center, which shall include information reasonably available to Customer, but which shall include at least the following:
 - a. final exhibit hall facility floor plan showing locations of all exhibits, aisles and other temporary facilities;
 - b. meeting room facility set-up information including seating layouts, staging and similar requirements;
 - c. plan indicating the design, nature and proposed location of all registration and temporary facilities in the common areas;
 - d. the name and address of Customer's exhibition service contractor and security, emergency medical services, and other event contractors; and
 - e. a listing of auxiliary aids and services, if any, requested by Customer to be provided by Authority.
 - 4.2 **Review of Plan.** Authority shall promptly review Customer's proposed plans for general conformance to this Agreement and policies of the Authority. Customer shall provide additional planning information Authority reasonably requests for that review. After consultation with Customer, Authority may require Customer to make changes in Customer's proposed plans to attain the safe and orderly operation of the Center, compliance with this Agreement and Authority policies, and coordination of the use of common areas by Customer and other users of the Center. Customer may not make material changes in Customer's proposed plans submitted to the Authority without the Authority's consent. Customer shall conduct its operation in substantial conformity with Customer's plans submitted to the Authority.
5. **Condition of Facilities.**
 - 5.1 **General Obligation.** The Center as made available to Customer shall be in substantially the same or improved condition as it exists on the date of this Agreement.
 - 5.2 **Legal Compliance.** The Center as made available to Customer shall be in compliance with all governmental requirements, including all fire, health and safety codes applicable to the Center in the condition in which the Center is made available.
 - 5.3 **Authority ADA Obligations.** The Center as made available to Customer shall comply with the Americans with Disabilities Act ("ADA") in the condition in which the Center is made available. If the Center is claimed by Customer not to comply with the ADA or Customer receives a claim that those matters do not comply, Customer shall give prompt written notice to Authority of such claimed non-compliance. Authority shall not be required to remove any architectural or communications barrier which is structural in nature prior to or in connection with the permitted use of the Center, except to the extent Authority is otherwise required to do so by the ADA.
 - 5.4 **Maintenance and Repair.** Customer shall immediately give notice to Authority of any condition of the Center which requires repair necessary to permit Customer to use the Center. Upon receipt, Authority shall initiate within a reasonable time necessary repairs.
 - 5.5 **Inspections.** At the request of Customer, Authority and Customer shall conduct inspections of the Center at the beginning of the license period and immediately prior to or promptly after Customer's vacation of the Center.
 - 5.6 **Customer Rights Concerning Condition of Facilities.** This Paragraph governs the Customer's rights if (i) the Center fails to comply with the requirements of this Article or (ii) Authority unreasonably refuses to initiate repair efforts after receipt of notice from Customer.
 - a. If the license period has not begun, Customer may cancel this Agreement and obtain a refund of all fees paid to date, if any, if the circumstances under items (i) or (ii) will impair Customer's practical access to or use of the Center provided that Customer gives notice to Authority promptly but in any event before the license period begins.
 - b. If the license period has begun and if the circumstances under items (i) or (ii) impair Customer's practical access to or use of the Center as a whole, Customer may cancel this Agreement provided that Customer gives notice to the Authority promptly. If Customer cancels, the fee shall be reduced to an amount which bears the same proportion of the total fee which the license period elapsed prior to Customer's vacating the Center bears to the total license period.
 - c. If the Customer elects not to cancel under subparagraph a. or if the license period has begun, and if in either case the circumstances impair practical access to or use only of a specific common area made available or facility and an alternative common area is not made available by Authority, the fee allocable to that common area or facility (based on the ratio of the square footage of that common area or facility to the square footage of all common areas and facilities) shall be reduced proportionately to the space of that common area or facility lost and to the time of Customer's use, if any, of the common area or facility before such loss.
6. **Limitation of Authority Liability.** Authority shall not have any liability as a result of the failure of the Center to satisfy the requirements of this Article or Authority's failure to maintain or repair the Center or to satisfy any other obligation under this Article except as provided in Paragraph 5.6.
6. **Operations Under License.**
 - 6.1 **Authority.** Authority
 - a. shall have access to the facilities at all times to exercise its rights or responsibilities.
 - b. may issue regulations and directives in good faith deemed necessary to the safe and orderly operation of the Center.
 - c. may, if Customer fails to do so, remove any person who fails to comply with this Agreement or whose removal from the Center the Authority in good faith believes is necessary for the safe and orderly operation of the Center.
 - 6.2 **Customer.** Customer
 - a. shall use the Center in a safe and orderly manner.
 - b. shall comply with Authority's regulations and directives governing the safe and orderly operation of the Center.
 - c. shall conform to all governmental statutes, regulations, ordinances and directives.
 - d. shall be responsible for the safety of all temporary facilities.
 - e. shall obtain all licenses necessary to use any patented or copyrighted matter or any trade name.
 - f. shall not in any way damage, deface or alter the Center.
 - 6.3 **Customer ADA Obligations.** Customer shall ensure that Customer's activities in the Center, including temporary facilities and any adaptation of the Center for Customer's activities, comply with the ADA. Customer shall provide a process for determining in advance the need for auxiliary aids and services required by the ADA to be made available to persons admitted to the Center by Customer and shall provide required aids and services. Customer shall be the primary contact for required aids and services. Upon request given reasonably in advance by Customer or by a person admitted to the Center by Customer if Customer has failed to satisfy a request to it, Authority may provide required aids and services. Authority may charge Customer any actual and reasonable costs incurred by Authority in providing required aids or services. No charge shall be made by Customer or by Authority to any person for required aids or services. Customer shall not be required to remove or alter any architectural or communication barrier within the Center which is structural in nature. Customer is required to adapt its activities to existing barriers in the Center and to existing limitations of goods or services provided by Authority.
7. **Duties at End of License Period.**
 - 7.1 **Duty to Vacate.** Before the license period ends, Customer shall vacate the Center in the same condition as originally furnished, normal wear and tear only excepted.
 - 7.2 **Failure to Vacate.** If Customer does not vacate the Center before the end of the license period, or if Customer fails to maintain an orderly and timely sequence of work to do so, then Authority may remove all property brought into the Center by Customer or any person admitted to the Center by Customer and restore the Center. Any property removed by Authority may be stored or delivered to Customer or treated as abandoned property and accordingly disposed of. Authority is not liable for any damages to or loss of such property which occurs in the course of such removal, storage, delivery or disposal. Customer shall pay to Authority all costs incurred by Authority in effecting removal, storage, delivery or disposal, and restoring the Center. In addition, unless Customer's failure to vacate and restore the Center is due to an Act of God, national emergency, riot or by governmental directive to the Authority, Customer shall be liable to Authority for any loss suffered by Authority if a person who has the right to use the Center is materially delayed or impaired in its access or use by Customer's failure to vacate the Center.

8. Insurance and Indemnity.
- 8.1 Limitation of Customer's Liability to Authority. Customer's liability for physical damage to the Center from a peril insured by the State Hazard and Insurance Reserve Fund ("Fund") shall be limited to \$100,000.00. This limitation does not apply if such damage is caused by (a) Customer's intentional or grossly negligent conduct or (b) Customer's use, storage, handling or transportation or disposal by Customer of any material regulated as to its use, storage, handling, transportation or disposal by any government. This limitation of Customer's liability does not apply to any other person.
- 8.2 Property.
 - a. Insurance and Security. Customer shall maintain insurance as Customer deems advisable protecting against loss of or damage to property brought into the Center by Customer and shall require all persons admitted to the Center by Customer to maintain such insurance as those persons deem advisable protecting against loss of or damage to property brought into the Center by those persons. In addition, Customer shall provide security internal to the facilities and at common areas made available to protect against loss of or damage to such property brought into the Center by Customer or by persons admitted to the Center by Customer. Customer and Authority intend to rely upon the insurance required to be provided by Customer under Paragraph C to protect each of them against liabilities, and costs or expenses of defending claims of liability for loss of or damage to property.
 - b. Limited Indemnity. Customer's obligation under this Paragraph 8.2.b does not apply if loss of or damage to property is caused solely by the negligent or wrongful act or omission of the Authority or of the employees, concessionaires or contractors of the Authority. Subject to the limitations stated below, Customer waives, releases, and shall indemnify and save the State of Georgia and Authority and its officers and employees harmless from all liabilities, and the cost and expense of defending all claims of liability, for any loss (from theft or otherwise) of or damage to (i) property brought into the Center by Customer or (ii) to property brought into the Center by any person admitted to the Center by Customer or (iii) to property of others as the result of the negligent or wrongful act or omission of Customer or any person admitted to the Center by Customer, in each case [items (i) through (iii)], regardless of whether Authority's negligent or wrongful act or omission caused, contributed to or aggravated the loss or damage, and regardless of where such loss or damage occurs.
- 8.3 Persons.
 - a. Insurance. Customer and Authority intend to rely on the insurance required to be provided by Customer under Paragraph C to protect each of them against liabilities, and costs or expenses of defending claims of liability for injury to persons.
 - b. Limited Indemnity. Customer's obligation under this Paragraph 8.3.b does not apply if personal or bodily injury is caused solely by the negligent or wrongful act or omission of the Authority or of the employees, concessionaires or contractors of the Authority. Subject to the limitations stated below, Customer waives, releases, and agrees to indemnify and save the State of Georgia and Authority and its officers and employees harmless from all liabilities, and the cost and expenses of defending all claims of liability, for any personal or bodily injury to persons, including death, arising out of the use of the Center by Customer or by any other person admitted to the Center by Customer (i) suffered by Customer, (ii) suffered by any person admitted to the Center by Customer or (iii) suffered by any other person as a result of the acts or omissions of Customer or any persons admitted to the Center by Customer, in each case [items (i) through (iii)], regardless of whether Authority's negligent or wrongful act or omission caused, contributed to or aggravated such injury, and regardless of where such injury occurs. However, to the extent any injury was caused or aggravated by or contributed to by Authority's negligent or wrongful act or omission, Customer's liability to Authority under this Paragraph shall be the limits of insurance required to be provided by Customer under Paragraph C.
- 8.4 Insurance Risk. Customer bears the risk of inadequacy or failure of any insurance or any insurer including any insurance or insurer provided by Authority for Customer.
- 8.5 Claims Administration. Any claim against the State, Authority or its officers and employees shall be administered by the State Department of Administrative Services unless the Department otherwise agrees. The defense of any such claim shall be provided by the State Attorney General.
- 8.6 No Increase in Authority Liability. This Agreement shall not impose any liability on the Authority that would not otherwise be imposed, increase any liability limit that would otherwise apply or waive any defenses or immunity that would otherwise be available.
9. Force Majeure. If (i) the Center is damaged so that all practical use of the Center by Customer is prevented or (ii) all practical use of the Center by Customer is prevented by strikes against the Authority (but not strikes against Customer or against any person admitted to the Center by Customer) or by Acts of God, national emergency, riots, by governmental directive to Authority or by default of a prior licensee of Authority, then Authority or Customer may cancel this license upon notice to the other. In that event, neither party shall have any claim against the other by reason of cancellation. However, if cancellation occurs prior to the license period, Authority shall refund any part of the fee paid by Customer. If the cancellation occurs after the license period begins, the fee shall be reduced in the same proportion, which the elapsed license period bears, to the total license period.
10. Breach and Remedies.
- 10.1 Breach. Any of the following events shall be a breach by Customer:
 - a. Customer fails to pay or perform or comply with any of its obligations under this Agreement or Customer threatens not to pay or perform or comply with any of its obligations.
 - b. A petition for relief under the Bankruptcy Code or for appointment of a receiver or trustee of all or a portion of the assets of Customer is filed by or against Customer; or
 - c. Customer makes an assignment for the benefit of creditors.
- 10.2 Opportunity to Cure. Prior to taking any action on account of a breach which in the good faith judgment of the Authority may be cured by Customer, Authority shall provide to Customer oral or written notice, as in the good faith judgment of Authority is practical under the circumstances, of the breach and afford to Customer such opportunity, as may be practicable in the good faith judgment of Authority under the circumstances, if any, to correct such breach. However, no failure to give such notice or opportunity shall impair the rights of Authority.
- 10.3 Remedies. Authority may take any or all of the following actions on account of Customer's breach:
 - a. Require Customer to provide security for Customer's obligations.
 - b. Without further notice, revoke Customer's license and end the license period.
 - c. Without further notice, take exclusive possession of the Center.
 - d. Apply all sums held by Authority for Customer to claims Authority has against Customer.
 - e. Sue Customer to recover any fees due and any damages sustained by Authority.
 - f. Exercise such other remedies as may be available to Authority.
- 10.4 Liability for Fee. Notwithstanding any action by Authority on account of Customer's breach, Customer shall remain liable for all sums due Authority, reduced only by the amount actually received by Authority for the grant to others of the right to use the facilities during the license period.
11. Litigation.
- 11.1 Mediation. Prior to beginning any litigation concerning any dispute, Authority or Customer shall offer to mediate the dispute in good faith through a face-to-face or telephone conference among an executive of Authority designated by it, an executive of Customer designated by it, and, if the parties are able to agree, a third-party mediator. The offer must be accepted within five (5) days of the offer and the conference must be held within five (5) days after the offer is accepted. This paragraph does not apply if immediate litigation is required to protect the rights of a party; but in that event, the offer shall be made promptly after litigation begins.
- 11.2 Litigation Costs. In any litigation between Authority and Customer, the party who prevails on the merits of the litigation shall be entitled to recover, in addition to all other relief obtained, reasonable attorneys' fees and expenses of that litigation.
- 11.3 Venue. No litigation by Customer may be brought against Authority except in the Superior Court of Fulton County, State of Georgia. Any litigation by Authority against Customer may be brought either in that court or in any other court having jurisdiction.
- 11.4 Service. Process may be served on Customer (i) as provided by law or (ii) by certified mail, return receipt requested, to Customer addressed to the person and address stated in Paragraph D.
- 11.5 Limitation of Authority Liability. Authority shall not in any event be liable to Customer for any consequential damages.
12. Assignment; Binding Effect.
- 12.1 By Customer. Customer shall not assign this Agreement or sublicense the license for any facility as a whole without the prior written approval of Authority. Customer may sell or otherwise grant to others permission to enter or to use the facilities on terms consistent with this Agreement.
- 12.2 By Authority. Authority may assign any of its rights or duties upon notice to Customer but any such assignment shall bind the assignee to this Agreement.
- 12.3 Binding Effect on Customer. This Agreement is binding on Customer, its successors and assigns. This Agreement is also binding on each person admitted to the Center by Customer. As to its obligations to Authority, Customer assumes full responsibility for the acts or omissions of each person admitted to the Center by Customer. For purposes of this Agreement, the act of any person admitted to the Center by Customer shall be the act of Customer. A person who obtains access to the Center upon the express or implied consent, invitation or sublicense of Customer or of any person to whom Customer has granted access by consent, invitation or sublicense shall be a person admitted to the Center by Customer.
- 12.4 Binding Effect on Authority. This Agreement is binding upon Authority, its successors and assigns. Authority may perform any of its rights or obligations directly or through others.
13. No Property Interest. Customer does not have any property interest in the Center. Customer has solely a license, which is revocable by Authority but only on the terms of this Agreement.
14. Severability. If any provision of this Agreement is unenforceable or is unenforceable in a particular application, then, as the case may be, the remaining provisions of this Agreement and other applications of that provision shall not be affected.
15. Waiver by Authority. In order to be binding on Authority, any waiver or change to this Agreement must be in writing and must be signed by a duly authorized officer of Authority. Only the Executive Director and the General Manager - Georgia World Congress Center have the authority to sign any waiver or change. If Customer provides written notice to the Authority of such limitations, only such persons as may be designated in Customers notice shall have the authority to sign any waiver or change on behalf of Customer.
16. Definitions.
- 16.1 "Center" means all of the property and facilities operated by the Authority, including the Georgia World Congress Center and ancillary plazas, parking and marshalling facilities, and the specific facilities listed in Paragraph A.3.
- 16.2 "Event contractor" means each exhibition service contractor, and security, emergency medical services, audio/visual or other contractors providing goods or services to Customer in the Center.
- 16.3 "Temporary facilities" means all exhibits, booths, staging, rigging, partitions, seating, signs and banners, decorative materials, equipment and other temporary structures or installations placed or used by Customer in the Center.

RCS# 3164
10/01/01
3:49 PM

Atlanta City Council

Regular Session

01-R-1461

Agreement with GA World Congress Center
for NLC 2001 Congress of Cities Expo
ADOPT AS AMEND

YEAS: 9
NAYS: 5
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 1

Y McCarty	Y Dorsey	Y Moore	Y Thomas
Y Starnes	N Wooldard	B Martin	N Emmons
Y Bond	N Morris	Y Maddox	Y Alexander
Y Winslow	N Muller	N Boazman	NV Pitts

01-R-1461

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(Do Not Write Above This Line)

A RESOLUTION

BY Donny Shalhoub, Jim M. [Signature]
A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE GEORGIA WORLD CONGRESS CENTER FOR THE PURPOSE OF CONDUCTING THE NATIONAL LEAGUE OF CITIES 2001 CONGRESS OF CITIES AND EXPOSITION; TO SIGN ALL NECESSARY AGREEMENTS; AND FOR OTHER PURPOSES.

ADOPTED BY
OCT 01 2001
COUNCIL

As Amended

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☒ PERSONAL PAPER REFER

Date Referred 9/4/01

Referred To: Finance/Exec

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred to _____

Committee Finance/Executive
Date 9/13/01
Chair _____
Action: Hold (see rev. side)
Other: _____
Members _____
Refer To _____

Committee FIN/Exec
Date 9-26-01
Chair Forwarded
Action: AS AMENDED
Other: 01st ADOPTION
Fav, Adv, Hold (see rev. side) _____
Other: _____
Members _____
Refer To _____

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☐ Consent ☐ V Vote ☐ RC Vote

CERTIFIED

CERTIFIED
OCT 1 2001
ATLANTA CITY COUNCIL
[Signature]

CERTIFIED
OCT 01 2001
[Signature]
MUNICIPAL CLERK

MAYOR'S ACTION

OCT 01 2001
[Signature]